

B 210A (Form 210A) (12/09)

United States Bankruptcy Court
Southern District of New York

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13888 (JMP)
(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of
the transfer, other than for security, of the claim referenced in this evidence and notice.

KING STREET ACQUISITION COMPANY, LLC

Name of Transferee

Merrill Lynch International

Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim # (if known): 20149
Amount of Transferred Claim: \$152,847,384.27
Date Claim Filed: September 21, 2009
Debtor: Lehman Brothers Special Financing Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments
should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct
to the best of my knowledge and belief.

By: _____

Transferee/Transferee's Agent

Date: _____

7/29/2016

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF PARTIAL TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Merrill Lynch International ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to KING STREET ACQUISITION COMPANY, LLC ("Purchaser") all of its right, title, interest, claims and causes of action in and to, or arising under or in connection with, its allowed claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) against Lehman Brothers Special Financing Inc. (the "Debtor"), the debtor in Case No. 08-13888 pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), to the extent of \$ 152,847,384.27, and the relevant portion of any and all proofs of claim (No. 20149) filed by Seller with the Bankruptcy Court in respect of the foregoing claim.

Seller hereby waives any objection to the transfer of the claim to Purchaser on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Purchaser the foregoing claim, recognizing Purchaser as the sole owner and holder of the claim, and directing that all payments or distributions of money or property in respect of the claim be delivered or made to Purchaser.

29th IN WITNESS WHEREOF, this EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this
21 day of July, 2016.

MERRILL LYNCH INTERNATIONAL

By: P. Morris
Name:
Title: **Paula Morris**
Authorised Signatory

KING STREET ACQUISITION COMPANY, LLC

By: King Street Capital Management, L.P.
Its Manager

By: _____
Name:
Title:

EVIDENCE OF PARTIAL TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Merrill Lynch International ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to KING STREET ACQUISITION COMPANY, LLC ("Purchaser") all of its right, title, interest, claims and causes of action in and to, or arising under or in connection with, its allowed claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) against Lehman Brothers Special Financing Inc. (the "Debtor"), the debtor in Case No. 08-13888 pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), to the extent of \$ 152,847,384.27, and the relevant portion of any and all proofs of claim (No. 20149) filed by Seller with the Bankruptcy Court in respect of the foregoing claim.


Seller hereby waives any objection to the transfer of the claim to Purchaser on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Purchaser the foregoing claim, recognizing Purchaser as the sole owner and holder of the claim, and directing that all payments or distributions of money or property in respect of the claim be delivered or made to Purchaser.

29th IN WITNESS WHEREOF, this EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this day of July, 2016.

MERRILL LYNCH INTERNATIONAL

By: _____
Name:
Title:

KING STREET ACQUISITION COMPANY, LLC
By: King Street Capital Management, L.P.
Its Manager

By:  _____
Name:
Title: **Howard Baum**
Authorized Signatory

PROOF OF CLAIM

In Re: Chapter 11
Lehman Brothers Holdings Inc., et al. Case No. 08-13555 (JMP)
Debtors. (Jointly Administered)

Name of Debtor Against Which Claim is Held Case No. of Debtor
Lehman Brothers Special Financing Inc. Case No. 08-13888

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000020149



NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Merrill Lynch International c/o Fredric Sosnick
Christopher J. Haas Ned S. Schodek
Bank of America Tower Shearman & Sterling LLP
One Bryant Park 599 Lexington Avenue
New York, New York 10036 New York, New York 10022
(212) 848-4000
Telephone number: Email address:
(646) 855-2671 chris_haas@ml.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim

Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Telephone number: Email address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ See attached

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.

- ☒ Check this box if all or part of your claim is based on a Derivative Contract.*
☐ Check this box if all or part of your claim is based on a Guarantee.*

***IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.**

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: See attached

(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate _____%

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____

(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 9/21/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Kevin M. Behan
Senior Vice President

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

- ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

Amount entitled to priority:

\$ _____

FOR COURT USE ONLY

FILED / RECEIVED

SEP 21 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

EXHIBIT A

I. Introduction

1. On October 3, 2008 (the "Petition Date"),¹ Lehman Brothers Special Financing Inc. ("Debtor") commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

2. This proof of claim (this "Proof of Claim") is filed in Debtor's bankruptcy case by Merrill Lynch International ("Merrill Lynch"). Merrill Lynch has a claim (the "Claim") against Debtor for amounts payable under the 1992 ISDA Master Agreement (Multicurrency-Cross Border), dated as of June 21, 2001, between Merrill Lynch and Debtor (as amended, supplemented or modified, and including all schedules, annexes and exhibits thereto, and all confirmations exchanged pursuant to transactions entered into in connection therewith, the "Master Agreement").²

II. The Claim

3. Merrill Lynch hereby asserts the Claim in the initial amount of \$1,536,014,057.90 (the "Initial Claim Amount").³ The Initial Claim Amount includes (i) \$427,617.70 in expenses incurred by Merrill Lynch in connection with the enforcement of its rights under the Master

¹ Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Master Agreement or that certain Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form, dated as of July 2, 2009 (Docket No. 4271) (the "Bar Date Order"), as applicable.

² As noted in Paragraph 5 hereof, and as required under the terms of the Bar Date Order, Merrill Lynch will file supporting documentation together with the Derivative Questionnaire.

³ The Initial Claim Amount is net of any setoffs that have been taken by Merrill Lynch and its affiliates against the Debtor. Merrill Lynch hereby asserts a contingent secured claim in the amount of any such setoffs in the event they are not given effect. The amount of and other detail related to any such setoffs will be set forth in the supporting documentation Merrill Lynch will file together with the Derivative Questionnaire. The Initial Claim Amount does not reflect any recoveries received by Merrill Lynch from or any setoffs taken by Merrill Lynch against any of the Debtor's affiliates following the Petition Date.

Agreement (the "Enforcement Amount") and (ii) \$45,440,861.95 in interest that has accrued under the terms of the Master Agreement (the "Interest Amount"; together with the Enforcement Amount, the "Additional Claim Amounts"), in each case, through August 31, 2009.

4. In addition, the Claim includes all Additional Claim Amounts that may be incurred or will accrue from August 31, 2009 through the date on which the Claim is paid in full. Such Additional Claim Amounts cannot be estimated or calculated reasonably at this time. Merrill Lynch does not waive its rights to any of the Additional Claim Amounts by not stating a specific figure therefor at this time, and, further, hereby reserves its right to amend and supplement this Proof of Claim to include any such Additional Claim Amounts.

5. Pursuant to the terms of the Bar Date Order entered by the Bankruptcy Court in the Debtor's chapter 11 case on July 2, 2009, Merrill Lynch will file documentation supporting this Proof of Claim with the Derivative Questionnaire, which will be filed on or before the Questionnaire Deadline.

III. General

6. Merrill Lynch does not waive any right or rights of action that it has or may have against Debtor or any other person or persons. Merrill Lynch reserves the right to amend or supplement this Proof of Claim in any manner.

7. By filing this Proof of Claim, Merrill Lynch does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

8. This Proof of Claim is not intended to be, and shall not be construed as: (i) an election of remedies; (ii) a waiver of any defaults; (iii) a waiver or limitation of any of Merrill Lynch's rights, remedies, claims or interests under applicable law against Debtor or any other person or entity; (iv) a waiver of any setoff or recoupment rights under applicable law; (v) a

waiver of any netting rights under applicable law; (vi) a waiver of any rights to assert that all or any portion of the amounts claimed for are being held by Debtor, as bailee, or in constructive trust; (vii) a waiver of Merrill Lynch's property or ownership rights (legal or equitable); or (viii) a waiver of Merrill Lynch's legal, equitable or beneficial interests.

9. All notices and communications concerning this Proof of Claim should be addressed as follows:

Christopher J. Haas
Bank of America Tower
One Bryant Park
New York, New York 10036
(646) 855-2671
chris_haas@ml.com

and to:

Fredric Sosnick
Ned S. Schodek
Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
(212) 848-4000
fredric.sosnick@shearman.com
ned.schodek@shearman.com

Dated as of September 21, 2009 .

POWER OF ATTORNEY

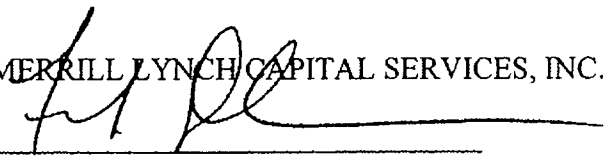
KNOW ALL MEN BY THESE PRESENTS, that as of September 15, 2009 the undersigned does hereby make, constitute and appoint Hui Chan (Mike) Joo, Jarett Epstein and Kevin Behan, with full power of substitution, their true and lawful attorneys-in-fact (collectively, the "Attorneys-in-Fact"), with full power and authority in their name, place and stead to execute and deliver on their behalf any and all documents, certificates, instruments, filings, submissions and receipts necessary or appropriate in connection with (i) the termination, liquidation, or acceleration of or the offset or net of termination values, payment amounts or other transfer obligations under or in connection with any derivatives contracts that the undersigned are party to with Lehman Brothers Holdings, Inc. or any of its affiliates (a "Termination"), including, but not limited to, execution of calculation statements and guaranty demands or amendments thereto, and (ii) any proofs of claim that may be filed (a "Filing") pursuant to the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form, dated as of July 2, 2009 (Docket No. 4271) (the "Bar Date Order") entered in the chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* proceedings commenced by Lehman Brothers Holdings, Inc. and its affiliated debtors in the United States Bankruptcy Court in the Southern District of New York and jointly administered under Case No. 08-13555 (JMP) including, but not limited to, completion or directing completion of Derivatives Questionnaires or Guaranty Questionnaires (as such terms are defined in the Bar Date Order). Each of the Attorneys-in-Fact shall have full power and authority, without limitation, to take any and all action on behalf of the undersigned in order to effectuate a Termination or Filing, as any of the Attorneys-in-Fact may deem necessary or appropriate, and shall be indemnified and held harmless by the undersigned for any and all claims or causes of action resulting from the exercise of such power and authority.

Each of the Attorneys-in-Fact shall have full power to make and substitute any one or more attorneys-in-fact in his place and stead, and the undersigned hereby ratifies and confirms all that the Attorneys-in-Fact or any substitutes shall do under this Power of Attorney. The term "Attorneys-in-Fact" as used herein shall include such substitute attorneys-in-fact.

This Power of Attorney is limited to and expires on December 2, 2009.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this as of
the date first written above.


MERRILL LYNCH CAPITAL SERVICES, INC.

Name: *Frank D'Alessio*

Title: *MD*

MERRILL LYNCH INTERNATIONAL BANK LIMITED

Name:

Title:

MERRILL LYNCH BANK & TRUST CO., FSB

Name:

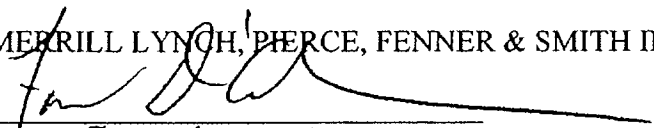
Title:

MERRILL LYNCH INTERNATIONAL

Name:

Title:

MERRILL LYNCH, PIERCE, FENNER & SMITH INC.



Name: *Frank D'Alessio*

Title: *MD*

MERRILL LYNCH COMMODITIES (EUROPE) LTD.

Name:

Title:

[Signature Page to Power of Attorney]

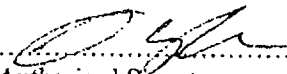
MERRILL LYNCH COMMODITIES, INC.


Name:

Title:

IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a deed this
September 15, 2009 for and on behalf of MERRILL LYNCH INTERNATIONAL BANK
LIMITED

Present when the common seal of)
MERRILL LYNCH INTERNATIONAL)
BANK LIMITED)
was affixed hereto)


.....
Authorized Signatory


.....
Authorized Signatory of Merrill Lynch Corporate
Services Limited,
Company Secretary

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this as of
the date first written above.

MERRILL LYNCH CAPITAL SERVICES, INC.

Name:

Title:

MERRILL LYNCH INTERNATIONAL BANK LIMITED

Name:

Title:

MERRILL LYNCH BANK & TRUST CO., FSB

Name:

Title:

MERRILL LYNCH INTERNATIONAL

Name:

Title:

MERRILL LYNCH, PIERCE, FENNER & SMITH INC.

Name:

Title:

MERRILL LYNCH COMMODITIES (EUROPE) LTD.

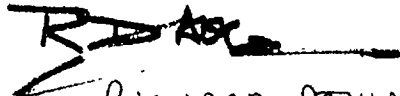
Name:

Title:

This Power of Attorney shall be governed by and construed in accordance with English law and shall expire on 2 December 2009.

IN WITNESS WHEREOF this Power of Attorney has been executed as a deed by officers thereunto duly authorised this 15 day of September 2009.

MERRILL LYNCH INTERNATIONAL


By RICHARD ATKINSON

Duly Authorised Signatory

Witnessed By



Name

..... SUE RUBENS

Address:

..... Bank of America Merrill Lynch

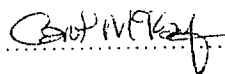
This Power of Attorney shall be governed by and construed in accordance with English law and shall expire on 2 December 2009.

IN WITNESS WHEREOF this Power of Attorney has been executed as a deed by officers thereunto duly authorised this 15 day of September 2009.

MERRILL LYNCH COMMODITIES (EUROPE) LIMITED

By 

Brad Blesie
Duly Authorised Signatory

Witnessed By 

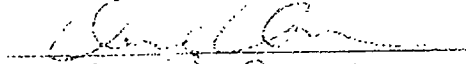
Name CARL MCKAY

Address: 119 ALEXANDRA ROAD N10 2EX

[Signature Page to Power of Attorney]

[Signature Page to Power of Attorney]

MERRILL LYNCH COMMODITIES, INC. ^{KLF}


Name: David Owens
Title: Managing Director

Acknowledged and accepted by
the Attorney-in-Fact
as of the above date:

Name:
Title:

MERRILL LYNCH COMMODITIES, INC.

Name:
Title:

MERRILL LYNCH CANADA INC.



Name: MARK O. DICKERSON
Title: CORPORATE SECRETARY

MERRILL LYNCH GOVERNMENT SECURITIES INC.

Name:
Title:

Acknowledged and accepted by
the Attorneys-in-Fact
as of the above date:

Name: Michael Joo
Title:

Name: Jarret Epstein
Title:

Name: Kevin Behan
Title: Senior Vice President, Bank of America / Strategic Solutions, Inc.

[Signature Page to Power of Attorney]

BOA

Fax 6468550121

Sep 16 2009 02:40pm P003/003

MERRILL LYNCH COMMODITIES, INC.

Name:

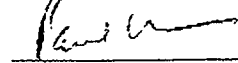
Title:

MERRILL LYNCH CANADA INC.

Name:

Title:

MERRILL LYNCH GOVERNMENT SECURITIES INC.



Name: Paul Murphy

Title: MD

Acknowledged and accepted by
the Attorneys-in-Fact
as of the above date:

Name: Michael Joo

Title:

Name: Jarret Epstein

Title:

Name: Kevin Behan

Title: Senior Vice President, Bank of America / Strategic Solutions, Inc.

[Signature Page to Power of Attorney]

MERRILL LYNCH COMMODITIES, INC.

Name:

Title:

MERRILL LYNCH CANADA INC.

Name:

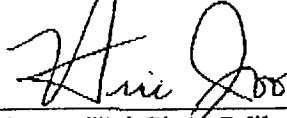
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MERRILL LYNCH GOVERNMENT SECURITIES INC.

Name:

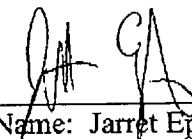
Title:

Acknowledged and accepted by
the Attorneys-in-Fact
as of the above date:



Name: Hui Chan (Mike) Joo

Title:



Name: Jarret Epstein

Title:

Name: Kevin Behan

Title: Senior Vice President, Bank of America / Strategic Solutions, Inc.

[Signature Page to Power of Attorney]

MERRILL LYNCH COMMODITIES, INC.

Name:

Title:

MERRILL LYNCH CANADA INC.

Name:

Title:

MERRILL LYNCH GOVERNMENT SECURITIES INC.

Name:

Title:

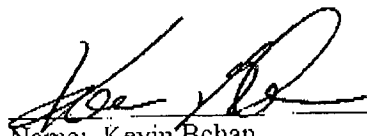
Acknowledged and accepted by
the Attorneys-in-Fact
as of the above date:

Name: Michael Joo

Title:

Name: Jarret Epstein

Title:



Name: Kevin Bchan

Title: Senior Vice President, Bank of America / Strategic Solutions, Inc.

[Signature Page to Power of Attorney]

